



10-06-04

1634

Express Mail No. EV 475 141 192 US

JFW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Bee *et al.*

Confirmation No.: 4949

Serial No.: 09/880,732

Art Unit: 1634

Filed: June 12, 2001

Examiner: Diana B Johannsen

For: Assay for Genetic Polymorphisms
Using Scattered Light Detectable
Labels

Attorney Docket No.: 11032-017-999

TRANSMITTAL OF REVOCATION AND POWER OF ATTORNEYCommissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Revocation and Power of Attorney executed by Alan Hammond, Chief Patent Counsel of Invitrogen Corporation, on June 2, 2004. Copies of the assignment and other documents in the chain of title of the above-identified patent application are attached.

It is respectfully requested that the enclosed Revocation and Power of Attorney be made of record in the file of the above-identified patent application.

It is estimated that no fee is due in connection with this transmittal. In the event that a fee is required, please charge the required fee to Jones Day Deposit Account No. 50-3013.

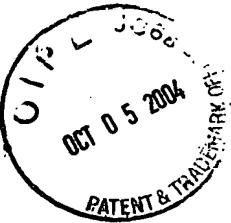
Respectfully submitted,

Date: October 5, 2004

Laura A. Coruzzi 30,742
(Reg. No.)

By: T. Christopher Tsang 40,258
T. Christopher Tsang
JONES DAY
222 East 41st Street
New York, New York 10017-6702
(212) 326-3939

Enclosures



POWER OF ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Bee *et al.* Confirmation No.: 4949
Serial No.: 09/880,732 Art Unit: 1634
Filed: June 12, 2001 Examiner: Diana B Johannsen
For: Assay for Genetic Polymorphisms Using Attorney Docket No.: 11032-017-999
Scattered Light Detectable Labels

REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Invitrogen Corporation hereby revokes any and all previous powers and appoints:

Practitioners at Customer Number 20583

as its attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence address for the above-identified application to:

The above mentioned Customer Number.

Firm or Individual Name:

Address: Jones Day, 222 East 41st Street, New York, New York 10017

Telephone: (212) 790-2803

Statement Under 37 C.F.R. 3.73(b)

Invitrogen Corporation states that it is:

the assignee of the entire right, title, and interest; or
 an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

An assignment from the inventor(s) of the patent application/patent identified above.
The assignment was recorded in the United States Patent and Trademark Office on
at Reel , Frame , or for which a copy thereof is attached.

OR

A chain of title from the inventor(s), of the patent application/patent identified above,
to the current assignee as shown below:

1. From: Gary Bee, David E. Kohne, Linda Korb, Todd Peterson, Juan Yguerabide
To: Genicon Sciences Corporation
A copy of an Assignment which was recorded in the United States Patent and Trademark
Office on July 27, 2001 at Reel 012022, Frame 0792 is attached.

2. From: Genicon Sciences Corporation To: Invitrogen Corporation
Copies of a Bill of Sale and a Schedule 2.1(a)(ii) - Patents are attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.
[Note: A separate copy (i.e., the original assignment document or a true copy of the
original document) must be submitted to Assignment Division in accordance with 37
CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See
MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: June 2, 2004 ASSIGNEE: Invitrogen Corporation
Signature: 
Typed Name: Alan Hammond
Position/Title: Chief Patent Counsel

ASSIGNMENT AND AGREEMENT

WHEREAS, Gary Bee of 1561 Golfcrest, Vista, California 92083; David E. Kohne of 364 Nautilus Street, La Jolla, California 92037; Linda Korb of 321 W. Lewis Street, San Diego, California 92103; Todd Peterson of 32 Catspaw Cape, Coronado, California 92118 and Juan Yguerabide of 9505 Poole Street, La Jolla, California 92037; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **ASSAY FOR GENETIC POLYMORPHISMS USING SCATTERED LIGHT DETECTABLE LABELS** (Atty. Dkt. No. 089498-0402) for which an application for United States Letters Patent was filed on June 12, 2001 as Application No. 09/880,732; and

WHEREAS, Genicon Sciences Corporation, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 11585 Sorrento Valley Road, San Diego, California 92121 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful

papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

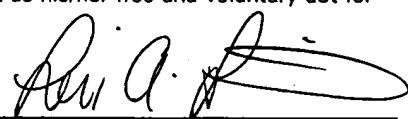
Executed this 19 day of July, 2001.



GARY BEE

State of California)
County of San Diego) ss.

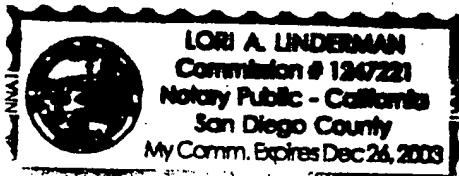
On this 19 day of July, 2001, before me, a notary public in and for said county, appeared GARY BEE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



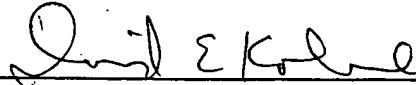
Notary Public

My Commission Expires: 12/26/03

(Seal)



Executed this 19 day of July, 2001.



DAVID E. KOHNE

State of California
County of San Diego

iss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared DAVID E. KOHNE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)


Notary Public

My Commission Expires: 12/26/03

Executed this 19 day of July, 2001.

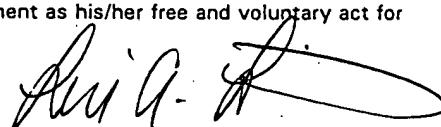
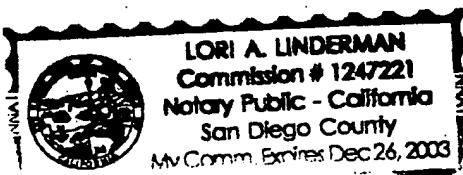

LINDA KORB

State of California
County of San Diego

iss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared LINDA KORB, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)


Notary Public

My Commission Expires: 12/26/03

Executed this 15 day of July, 2001.

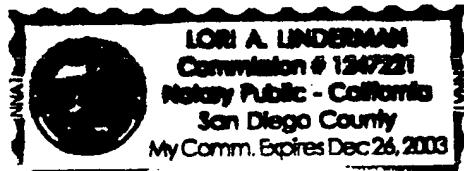
Todd Peterson

TODD PETERSON

State of California)
County of San Diego)
Iss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared TODD PETERSON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



Lori A. J.

Notary Public

My Commission Expires: 12/26/03

Executed this 19 day of July, 2001.

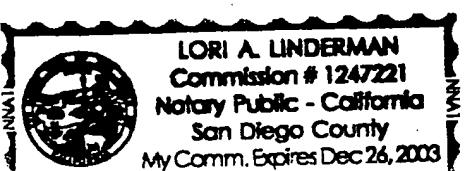
Juan Yquerabide

JUAN YGUERABIDE

State of California)
County of San Diego)
Iss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared JUAN YGUERABIDE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



Juan A. J.

Notary Public

My Commission Expires: 12/26/03

BILL OF SALE

THIS BILL OF SALE (the "Bill of Sale"), is made, delivered and effective as of 12:01 a.m., PDT time, on July 3, 2003, by Genicon Sciences Corporation, a California corporation (the "Seller"), in favor of Invitrogen Corporation, a Delaware corporation (the "Buyer"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement described below.

WHEREAS, the Seller and the Buyer have entered into an Asset Purchase Agreement dated as of June 27, 2003 (the "Agreement") pursuant to which the Seller has agreed to sell, convey, assign, transfer and deliver to the Buyer (or one or more of its assignees) all of its right, title and interest in and to the Business Assets, and the Buyer has agreed to purchase and acquire from the Seller such assets, in the manner and upon the terms set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, conveys, assigns, transfers and delivers to the Buyer all of the right, title and interest of the Seller in and to the Business Assets, to have and to hold such assets unto the Buyer and its successors and assigns, and for its and their own use, forever.

The Seller hereby constitutes and appoints the Buyer and its successors and assigns, the true and lawful attorney, irrevocably, of the Seller, with full power of substitution, in the name of the Seller or otherwise, and on behalf and for the benefit of the Buyer and its successors and assigns, (a) to demand and receive from time to time any and all assets hereby sold, conveyed and assigned or intended so to be, and to give receipts, releases and acquittances for and in respect of the same or any part thereof, and (b) from time to time to institute, prosecute, compromise and settle as the Seller's assignee, any and all proceedings, at law, in equity or otherwise, which the Buyer and its successors and assigns may deem proper to collect, assert or enforce any claim, title or right hereby sold, conveyed and assigned or intended so to be, that the Buyer and its successors and assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by Seller.

The Seller hereby covenants that it will, whenever and as often as reasonably required so to do by the Buyer, execute, acknowledge and deliver any and all such other and further deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as the Buyer may reasonably require in order to complete, insure and perfect the transfer, conveyance and assignment to the Buyer of all the right, title and interest of the Seller in and to the Business Assets hereby sold, conveyed or assigned, or intended so to be.

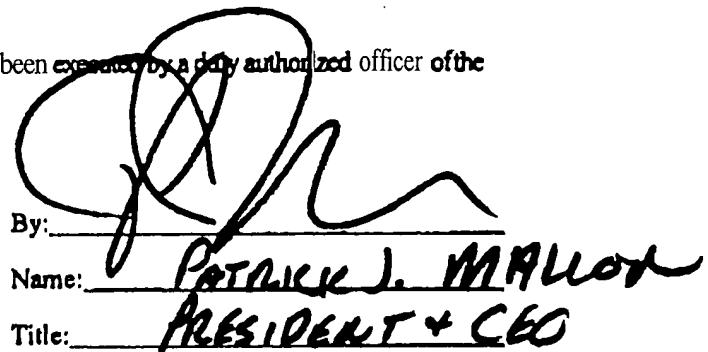
This Bill of Sale is delivered pursuant to and in accordance with the Agreement. The Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement shall govern. Reference is made to Article III of the Agreement for certain representations and warranties made to the Buyer by the Seller relating to the Business Assets and the conveyance evidenced herein

and nothing contained in this Bill of Sale shall be interpreted or construed to limit any representations or warranties under the Agreement.

This Bill of Sale and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of California.

IN WITNESS WHEREOF, this Bill of Sale has been executed by a duly authorized officer of the Seller as of the day and year first written above,

By: _____
Name: PATRICK J. MALLON
Title: PRESIDENT + CEO





Schedule 2.1(a)(ii) - Patents

List of Patents and Patent Applications

<u>Patent Serial Number</u>	<u>Country</u>	<u>Publication No.</u>	<u>Issued Patent No.</u>
GEN-001 and -002	Analyte Assay Using Particulate Labels		
60/016,383	US		
08/844,217	US		6,214,560
US97/06584	PCT	WO 97/40181	
28056/97	AU		736340
PI9710836-7	BR		
2,253,710	CA		
97195868.8	CN		
97922363.3	EP		
99105632.5	HK		
126544	IL		
538227/97	JP		
98121007	RU		
9805511-4	SG		60364
GEN-003	Analyte Assay Using Particulate Labels		
08/953,713	US	US/2002/0028519	
09/932,128	US		
09/931,729	US	US/2002/0045276	
10/283,950	US		
US98/23160	PCT	WO 99/20789	
129431/99	AU		
PI9814821-4	BR		
2307280	CA	2,307,280	
98812279.0	CN	1282378	
98956415.8	EP	1 023 456	
01104872.4	HK		
135696	IL		
517107/2000	JP		
200112095	RU		
200002069-3	SG		72353
GEN-007	Use of Light Scattering Particles		
09/906,580	US	US/2003/0020910	
GEN-009	Plasmon Resonant Particles		(Schultz/UCSD/Seashell)
09/027048	US		6,180,415
09/740,615	US	US/2001/0002315	
US98/02995	PCT	WO 98/37417	
61890/98	AU		
2,280,794	CA		
10-596774	JP		
98906473.8	EU		

<u>GEN-010 and -011</u>	<u>Ligand Gold Particles</u>	<u>(AKZO / Shigekawa)</u>
07/622,462	US	5,294,369
08/185,103	US	5,384,073
91203125.9	EP	0 489 465
0914180	IE	0075725
0915727A	FI	0102417
02056843	CA	
322163	JP	6116602
0022122	KR	0163790
9109526	ZA	
<u>GEN-004 and -012</u>	<u>Assay for Genetic Polymorphisms</u>	
60/210,988	US	
09/880,732	US	US/2002/0127561
US01/18912	PCT	WO 01/96604
<u>GEN-005 and -015</u>	<u>Methods for Providing Extended Dynamic Range</u>	
10/084,844	US	US/2003/0096302
US02/05928	PCT	WO 02/068932
<u>GEN-008, -016 and -017</u>		
60/317,543	US	
60/364,962	US	
60/376.049	US	
<u>GEN-018</u>	<u>Apparatus for Reading Signals</u>	
10/236,103	US	US/2003/0112432
US02/28566	PCT	
<u>GEN-019</u>	<u>Method and Apparatus for Normalization</u>	
10/236.169	US	
US02/28475	PCT	
<u>GEN-013 and -020</u>	<u>Sample Device</u>	
09/948,058	US	
10/236,888	US	
US02/283396	PCT	